

REQUEST FOR PROPOSAL  
ACQ-2009-0515-RFP  
AMENDMENT 5

This is an amendment to ACQ-2009-0515-RFP issued by the Washington State Department of Transportation on June 15, 2009, for the Statewide Customer Service Center and as amended by Amendment 1 dated June 18, 2009, by Amendment 2 dated June 25, 2009, by Amendment 3 dated June 26, 2009 and by Amendment 4 dated July 2, 2009.

**This RFP is amended as follows:**

The following RFP Sections are amended as follows:

**(RFP Appendix 13 – Contract) Section 13.4 Letter of Credit** is hereby replaced in its entirety as follows

**13.4 Letter of Credit**

**13.4.1 Initial Amount.** Within 10 days of execution of this Contract, Vendor shall provide for WSDOT's benefit an Irrevocable stand-by Letter of Credit from a federally insured financial institution in the initial amount of ~~\$15 million dollars~~ **\$5 million.**

**13.4.2 Annual Adjustment to Initial Amount.**

Upon Tolling Commencement and achievement of the Acceptance Issued milestone (Phase 1 End Date), the Vendor may reduce the Irrevocable stand-by Letter of Credit amount to **\$1 million dollars** which shall remain in place and available to WSDOT during the initial and any subsequent terms of this Contract and for one year beyond the expiration or termination of this Contract.

**13.4.3** In addition, the Letter of Credit shall:

- (a) be in substantially the form attached hereto as **Exhibit E - Letter of Credit.**
- (b) secure the Vendor's performance including without limitation performance of Tasks, Services and Deliverables in accordance with this Contract, the PMP, and the Requirements contained in the RFP, Response and Deliverables;
- (c) serve as surety against damages, costs or expenses, including costs to cover or cure resulting from Vendor's default in performance hereunder or liability caused by Vendor related to or arising out of this Contract;
- (d) be used to pay for any Insurance premiums to continue such claims-made policies, or available tails, whichever is appropriate, at WSDOT's sole option, in the event Vendor defaults on its obligations herein and fails to make said payments;

(e) provide for payment of any deductible on the Professional Liability Errors and Omissions policy and the Crime Coverage under the same terms and conditions of such policy as though there were no deductible.

(f) become payable in part or up to its full value upon Vendor's default or breach, or pursuant to a settlement or judgment arising out of Arbitration or Litigation related to this Contract and upon WSDOT's showing of the costs incurred to cover, cure, or otherwise administer the Services required under this Contract or any settlement or judgment hereunder.

**(RFP Appendix 13 - Contract) Section 13 Indemnity; Insurance; Letter of Credit** is hereby renamed to **"Section 13 Indemnity; Insurance; Letter of Credit; Performance Bond"**.

In addition, **(RFP Appendix 13- Contract) Section 13** is here by amended with the addition of a new section titled **"Section 13.5 Performance Bond"**, as follows:

### **13.5 Performance Bond**

**13.5.1 Initial Term.** No later than the date of Tolling Commencement (Phase 3 Start Date), Vendor shall furnish and deliver to WSDOT, at Vendor's expense, a Performance Bond in a penal sum of **\$15 million dollars**. The Performance Bond shall have an initial term ending no earlier than June 30, 2011.

**13.5.2 Bond Coverage.** All Performance Bonds provided by Vendor during the initial and any subsequent terms of this Contract shall cover Services performed or to be performed by Vendor as specified under this Contract including Services specified under any Change Order or Contract Amendment.

**13.5.3 First Renewal.** On or before June 30, 2011 the Vendor shall furnish and deliver to WSDOT a renewal, extension or replacement of the existing Performance Bond which shall have a 12-month term ending no earlier than June 30, 2012. The first renewal, extension or replacement Performance Bond shall be for a penal sum equal to twelve times the average monthly CSC Operations Contract Price paid to the Vendor over the initial term of the Performance Bond.

**13.5.4 Subsequent Renewals.** On or before June 30 of each subsequent year during the life of the Contract, the Vendor shall furnish and deliver to WSDOT a renewal, extension or replacement of the previous year's Performance Bond in a penal sum equal to the total actual Contract Price paid to the Vendor during the previous 12-month period. Each Performance Bond shall have a term of a minimum of one year but shall remain in effect until the Vendor furnishes and delivers a renewal, extension or replacement bond to WSDOT. WSDOT shall be notified immediately upon termination, cancellation or change of the Performance Bond.

**13.5.5 Additional Requirements.** In addition, all Performance Bonds shall:

(a) be in the form set forth in **Exhibit I - Performance Bond** attached to this Contract.

(b) be signed by an approved surety (or sureties) that (i) is registered with the Washington State Insurance Commissioner, and appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner; or (ii) is on the U.S. Department of Treasury List of Approved Sureties (Department Circular 570) and is licensed to do business in this State, and has an A.M. Best Co. "Best Rating" of A or better and Class VII or better.

(c) Be subject to the underwriting limitation published in Department Circular 570 on a per bond basis or, if written with a penal sum over the underwriting limitation, be protected as to the excess amount with reinsurance, coinsurance or other methods as specified in 31 CFR 223.10-11.

**13.5.6** At any time, and at its sole discretion, WSDOT may require the surety on the Performance Bond to appear and qualify itself. Whenever WSDOT deems the surety to be inadequate, in its sole discretion, it may, upon written demand, require Vendor to furnish additional surety and may withhold payment on the Contract until adequate surety is provided.

**(RFP Appendix 13- Contract) Section 13** is here by amended with the addition of a new section titled "**Section 13.6 Other Remedies**", as follows:

**13.6 Other Remedies.** WSDOT may seek other remedies in addition to those stated herein.

**ALL OTHER TERMS AND CONDITIONS OF THIS RFP REMAIN IN FULL FORCE AND EFFECT.**